

LOCAL OPERATING AGREEMENT
BETWEEN THE U.S. ARMY CORPS OF ENGINEERS
AND THE [DESIGNEE]
REGARDING STATE PROGRAMMATIC GENERAL PERMIT VII (SPGP VII) FOR
MINOR IN-WATER ACTIVITIES LOCATED
THROUGHOUT FLORIDA

This Local Operating Agreement (Agreement) is made and entered into this ____ day of _____, 2026, by and between the U.S. Army Corps of Engineers (Corps) and the [DESIGNEE], herein referred to as the Designee. By execution of the Agreement, the Corps authorizes the Designee to verify whether projects are authorized under SPGP VII on its behalf.

1. WITNESSETH

WHEREAS, under Seater Act, 33 U.S.C. § 1344, the Corps may issue permits for the discharge of dredged or fill material in the waters of the United States;

WHEREAS, under Section 10 of the Rivers and Harbors Act, 33 U.S.C. § 403, the Corps may issue permits for structures and work in navigable waters of the United States;

WHEREAS, the DESIGNEE, or a duly authorized designee, has regulatory jurisdiction over activities regulated under Part IV of Chapter 373 Florida Statutes, which includes dredging and filling in wetlands and other surface waters;

WHEREAS, the DESIGNEE has authority to issue permits for minor in-water activities in sovereign submerged lands;

WHEREAS, the categories of activities listed in the SPGP VII VII Permit Instrument (Attachment A) would require permits from both the Corps and DESIGNEE under their respective authorities;

WHEREAS, under 33 C.F.R. 325.5(c)(3), the Corps may issue programmatic permits, a type of general permit founded on an existing state, local or other Federal agency program and designed to avoid duplication with that program;

WHEREAS, the DESIGNEE has previously verified activities under the SPGP VII on behalf of the Corps for minor in-water activities throughout the State of Florida. The SPGP VII was originally issued in 1996 and has been re-authorized every five years, consecutively. The permit was last reissued on July 27, 2021, and expires on July 27, 2026;

WHEREAS, this agreement incorporates procedures adopted by the Corps, the U.S. Fish and Wildlife Service, and the National Marine Fisheries Service to address potential effects to certain species, which will be implemented by the DESIGNEE; and

WHEREAS, the DESIGNEE has staff and a structured regulatory program that can expeditiously process requests to verify whether activities are authorized under the SPGP VII and can effectively supervise compliance with issued verifications, thereby improving efficiency and reducing duplication of regulatory effort within the State of Florida.

NOW THEREFORE:

II. AUTHORIZATION

The Corps will issue the SPGP VII on _____), which identifies certain categories of activities regulated by the Corps and the DESIGNEE and hereby authorizes the DESIGNEE to verify projects that qualify for authorization under the terms and conditions of SPGP VII.

III. OPERATING AGREEMENT

A. PROCEDURES

1. The DESIGNEE shall verify activities qualify for SPGP VII in conjunction with its determination of whether activities may qualify for an exemption or general permit pursuant to rules under Chapter 62, 330.051, 330.420, 330.427, 330.474, and 330.630 F.S .

2. The DESIGNEE shall require sufficient information from the applicant to make a determination on whether or not the application meets the requirements of an exemption or general permit under the above referenced Statutes, and if so, whether the application meets the requirements of the SPGP VII.

3. The DESIGNEE will complete the associated SPGP VII Certification Checklist (Attachment B) for each project that is reviewed for eligibility under the SPGP VII.

4. The DESIGNEE shall utilize the 2013 Manatee Key, and 2019 Addendum thereto and any updates or amendments thereto, to review projects for impacts to the West Indian manatee. The DESIGNEE will not authorize any projects which "may affect" the West Indian manatee and/or its designated critical habitat and which require coordination with the U.S. Fish and Wildlife Service (USFWS). Such applications will be appropriately evaluated in accordance with the IMPLEMENTATION OF AGREEMENT, detailed in Section III.B. of this Agreement, and forwarded directly to the appropriate Corps' Permits Section for processing. The Corps will review the application under alternative permit procedures.

5. The DESIGNEE will utilize the most current version of Jacksonville District's Programmatic Biological Opinion (JAXBO) to address potential impacts of regulated activities covered under the SPGP VII on listed species and designated critical habitat

under the purview of the National Marine Fisheries Service (NMFS) Protected Resources Division (PRD). The DESIGNEE will follow the reporting procedures with NMFS PRD outlined within JaxBO for those activities subject to verification. If any given project meets the terms and conditions of SPGP VII and complies with the Project Design Criteria (PDC) included in the JAXBO, the DESIGNEE shall ensure the applicant is directed to submit the required information to NMFS PRD and the Corps using the NMFS' procedures. Note: The JAXBO may be subject to revision at any time.

It is the intention of the parties to this Agreement that the most recent version of the JAXBO will be utilized during the evaluation of each permit application. The DESIGNEE shall be responsible for ensuring the most recent version of JAXBO is made available to the public. The DESIGNEE shall not verify a project if the project does not comply with the most current version of JAXBO. Additionally, the DESIGNEE will utilize the latest Manatee Key, Manatee Construction Conditions, and critical habitat maps for green sea turtle, beach mice, freshwater mussels, American crocodile, and wintering piping plover developed by the U.S. Fish and Wildlife Service to protect the West Indian Manatee. All documents required to be used for the protection of federally protected species and other aquatic resources are included as Attachments to the SPGP VII permit instrument.

6. To ensure that proposed projects have no potential to affect cultural resources

or archaeological/historic sites, the DESIGNEE must review the current Florida Master Site File (FMSF) data for any potential archaeological sites within two hundred fifty (250) feet from the exterior boundaries of the project footprint. The DESIGNEE will not authorize any activity under this SPGP VII which is likely to adversely affect historic properties listed on, or eligible for listing on, the National Register of Historic Places. For findings other than "No potential to cause effect," the DESIGNEE will appropriately color the project in accordance with Section III.B. of this Agreement and forward the application to the Corps for review under alternative permit procedures. If archaeological or historic artifacts are discovered during construction, the Designee must follow the conditions outlined in Section XI.8 of the SPGP VII permit instrument.

7. The DESIGNEE shall use data obtained from the Corps' Project Notebook (CPN) Geographic Information System (GIS) data layers to identify a project's proximity to any Federal Civil Works project (e.g., Central and South Florida Project canal, levee, berm, structure, etc.). The DESIGNEE will forward any projects proposed within one hundred fifty (150) feet from a Federal Civil Works project (other than a channel or deep draft harbor), three hundred (300) feet from the near edge of a federally authorized navigation channel, and one thousand (1,000) feet from the near edge of a deep draft harbor (e.g., Jacksonville Harbor) to the Corps for review. Should the Corps determine that a proposed project would violate these setbacks, or would modify, alter, or be built upon a Federal project, the DESIGNEE will mark the application using the appropriate color in accordance with the IMPLEMENTATION OF AGREEMENT, detailed in Section III.B. of this Agreement and forward the application to the Corps for review under alternative permit procedures. The Corps Project Notebook may be accessed at: <https://www.arcgis.com/home/item.html?id=9ee59220302340e282bb4c7558f7a2bf>

8. The DESIGNEE shall use the Corps' National Channel Framework (NCF) GIS data layers to identify a project's proximity to any federally maintained channel. The DESIGNEE will forward the application for any project proposed within one hundred fifty (150) feet from the near edge of any federally maintained channel to the Corps for review. Should the Corps determine that the proposed structure, including mooring piles, is within one hundred (100) feet from the top of the slope of the near edge of any federal channel, the DESIGNEE will mark the application using the appropriate color in accordance with the IMPLEMENTATION OF AGREEMENT, detailed in Section III.B. of this Agreement and forward the application to the Corps for review under alternative permit procedures. The National Channel Framework may be accessed at: <https://experience.arcgis.com/experience/b413139f18c046009ebcf62abea941dd/>

The DESIGNEE shall use the Corps' National Channel Framework (NCF) GIS map layer to identify a project's proximity to any deep draft harbor. The DESIGNEE will forward the application for any project proposed within one thousand (1,000) feet from the near edge of any deep draft harbor. Should the Corps determine that the proposed structure, including mooring piles, is within one thousand (1,000) feet of the top of slope of the near edge of a deep draft harbor, the DESIGNEE will mark the application using the appropriate color in accordance with the IMPLEMENTATION OF AGREEMENT, detailed in Section III.B. of this Agreement and forward the application to the Corps for review under alternative permit procedures.

10. The DESIGNEE will determine whether the proposed activity would result in more than minimal impacts on aquatic resources based on the criteria listed in the special conditions of this general permit. The DESIGNEE will mark any project that may exceed the scope of the SPGP VII using the appropriate color in accordance with the IMPLEMENTATION OF AGREEMENT, detailed in Section III.B. of this Agreement and forward the application to the Corps for review under alternative permit procedures.

11. If the DESIGNEE discovers that any part of a structure that might qualify for authorization under SPGP VII, was constructed without State or Federal authorization, the DESIGNEE will strive to coordinate with the Corps to confirm the status of any prior Federal authorization and the appropriate course of action (e.g., after the fact authorization).

12. Minor deviations in the authorized structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction or safety standards that are necessary to complete the work, may be authorized without additional review by the Corps. If there are no adverse impacts to aquatic resources, impacts to navigation, and the deviations are consistent with the surrounding structures in the area, the deviations can be considered minor. More than minor modifications to the authorized work will require a new verification under the SPGP VII or some other authorization. The DESIGNEE will notify the Corps in their quarterly report of such minor modification(s). More than minor modifications (e.g., encroachment within navigation setbacks, real estate rights of way, etc.) must be coordinated with the Corps prior to commencement of construction.

13. The DESIGNEE will coordinate with the Corps when there is uncertainty that a project fully satisfies the conditions of the SPGP VII. If the Corps determines a project does not fully satisfy the conditions of the SPGP VII, the DESIGNEE will not verify the project under the SPGP VII. The DESIGNEE will mark any project that the DESIGNEE or the Corps determines does not satisfy the conditions of the SPGP VII using the appropriate color in accordance with the IMPLEMENTATION OF AGREEMENT, detailed in Section III.B. of this Agreement and forward the application to the Corps for review under alternative permit procedures.

14. Under certain circumstances, it may be appropriate for the DESIGNEE to direct the applicant to seek a federal permit directly from the Corps rather than having the DESIGNEE process the application pursuant to SPGP VII and this Agreement.

15. All applications received by the Designee, for projects that may qualify for authorization under the terms and conditions of the SPGP VII, will be reported to the Corps according to the appropriate color per the procedures in III.B.

16. The Corps shall provide assistance to the DESIGNEE as needed, which includes, but is not limited to, updates to regulations, policies, forms, keys, GIS data, and training to effectively implement this Agreement. Any training needed for changes or updates shall also be conducted by the Corps as soon as practicable.

B. IMPLEMENTATION OF AGREEMENT

1. DESIGNEE Determination: Within five (10) business days from receiving a permit application, the DESIGNEE shall review the proposed work for compliance with the terms and conditions of the SPGP VII using the SPGP VII certification checklist and shall place the application in one of the following categories:

a. **GREEN**: The DESIGNEE will identify those applications that comply with SPGP VII as "GREEN" and notify the applicant and/or agent accordingly, using the following language in the verification letter:

"Based upon the information submitted in your application, we have determined that your project is authorized under the U.S. Army Corps of Engineers (Corps) Statewide Programmatic General Permit (SPGP VII), subject to any special conditions included in this verification letter, as well as general and special conditions of the SPGP VII. So long as you follow all such conditions, no additional authorizations or permits from the Corps are required for the work described in your application. Please note structures that are not shown on the application, or which are added later may invalidate this finding, including structures that increase watercraft access, such as personal watercraft lifts or davits (including those mounted on seawalls). Failure to comply with this permit or the terms and conditions of SPGP VII may result in violation of federal law.

Additional information on the Jacksonville District Regulatory program, including links to the SPGP VII may be found using the following link:

<https://www.sad.usace.army.mil/Missions/Regulatory/Florida/>

Once there, select the following: Permitting > State Programmatic General Permits

Please note that receipt of an SPGP VII verification letter does not obviate the need to obtain all necessary local, State, and Federal authorizations, including permission from the Florida Keys National Marine Sanctuary, if located in Monroe County. ""

b. **YELLOW:** Applications for which the DESIGNEE has a question regarding eligibility for SPGP VII or in any of the following situations shall be processed as "YELLOW". Within five (10) business days from receipt of a complete permit application (i.e., all information required to verify an activity meets all applicable terms and conditions of the SPGP VII), the DESIGNEE shall forward copies of the proposed application and drawings to the appropriate Corps Permits Section Office (<https://www.sad.usace.army.mil/Missions/Regulatory/Florida/>) via designated mailboxes with a "YELLOW" determination in the event any of the following apply:

- 1) There is uncertainty as to whether the project meets all terms and conditions of the SPGP VII.
- 2) Any project that would modify, alter, or be built upon or be within fifty (50) feet of a Federal project, excluding any federal navigational channel referenced in paragraph B.1.b.ii. below, or deep draft harbor.
- 3) Any structures proposed within one hundred fifty (150) feet from the near edge of federally maintained channels.
- 4) Any structures(s) proposed within three hundred fifty (350) feet from the near edge of any deep draft harbor.
- 5) Any project that, at the discretion of the DESIGNEE, may result in more than minor direct impacts (e.g., filling, dredging, propellor scarring, removal, etc.) and/or indirect impacts (e.g., continuous shading, reduced photosynthetic radiation, prolonged increased turbidity, significantly reduced water quality, etc.) to essential fish habitat (EFH). EFH includes, but is not limited to, the following: estuarine emergent vegetated wetlands (flooded saltmarshes, brackish marsh and tidal creeks), estuarine scrub/shrub (mangrove fringe), submerged aquatic vegetation (SAV), oyster reefs and shell banks, tidal freshwater (palustrine) wetlands, tidal freshwater SAV, corals, and live/hard bottom habitats.
- 6) Any project where the DESIGNEE determines 'may affect, likely to adversely affect' using the dichotomous key entitled "The Corps of Engineers, Jacksonville District, and the State of Florida Effect Determination Key for the Manatee in Florida" (Manatee Key) and 2019 Addendum (as they may be updated) for a particular project.
- 7) Any proposed structure, seawall replacement/repair/reconstruction or boat ramp activities within a two hundred fifty (250) feet buffer from the exterior boundary of a documented archaeological site where the FMSF data indicates one of the following:

- a) There is insufficient information to make an eligibility determination;
- b) The site has not been assessed by the Florida State Historic Preservation Officers (SHPO) for eligibility;
- c) The site is known to contain human remains, burial resources; or
- d) The SHPO has assessed the site as eligible for the National Register.

Projects determined to be 'YELLOW' will be sent to the Corps using mailboxes established for each Permitting Section as follows:

North Branch	Pensacola Permits Section	SPGP VII-Pensacola Permits Section@usace.army.mil
	Panama City Permits Section	SPGP VII-Panama City Permits Section@usace.army.mil
	Jacksonville Permits Section	SPGP VII-Jacksonville Permits Section@usace.army.mil
	Cocoa Permits Section	SPGP VII-Cocoa Permits Section@usace.army.mil
West Branch	Tampa Permits Section	SPGP VII-Tampa Permits Section@usace.army.mil
	Ft. Myers Permits Section	SPGP VII-Ft Myers Permits Section@usace.army.mil
South Branch	Palm Beach Gardens Permits Section	SPGP VII-Palm Beach Gardens Permits Section@usace.army.mil
	Miami Permits Section	SPGP VII-Miami Permits Section@usace.army.mil
	Keys Permits Section	SPGP VII-Keys Permits Section@usace.army.mil

2. **Corps Determination:** Within five (5) business days from receiving the DESIGNEE's forwarded 'YELLOW' application and drawings, the Corps will review the application and drawings and notify the DESIGNEE using one of the following determinations:

- a. The project should be processed as "GREEN", and is authorized by the SPGP VII;
- b. The project should be processed as "GREEN", and is authorized by the SPGP VII with adherence to additional SPGP VII-specific conditions in the DESIGNEE's permit verification; or
- c. The project should be processed as "RED", since it is not authorized by the SPGP VII and will be permitted under separate permit category.

3. **RED:** In the event a project should be processed as "RED", within ten (10) business days from notification, the DESIGNEE must direct the applicant to the Corps' for processing under alternative permit procedures. Applications requesting after-the-fact (ATF) Federal authorization for an activity that has been partially or fully constructed where it is unclear if the project should be determined 'RED.' This includes work constructed without prior authorization, and/or projects that do not reflect the authorized project plans.

The DESIGNEE will include the following language in their verification denial letter, or separate document, to the applicant and/or agent:

““ Following review of your application and drawings, it has been determined that your project does NOT qualify for the U.S. Army Corps of Engineers (Corps) State Programmatic General Permit (SPGP VII). Therefore, a separate Corps permit may be required. Commencement of construction without the necessary Federal authorizations may constitute a violation of Federal law and be subject to enforcement action by the Corps. To apply for a Corps permit, please visit the Corps’ Regulatory Review System at: <https://rrs.usace.army.mil/rrs/home> For assistance with submitting an online permit application, you may watch a 4-minute video at <https://www.youtube.com/embed/qY-PPNw5Wic?rel=0&fs=1&autoplay=1> You may find additional information about our regulatory program on our public webpage at: <https://www.sad.usace.army.mil/Missions/Regulatory/Florida/>

Please note that receipt of a Corps permit does not obviate the need to obtain all necessary local, State, and Federal authorizations, including permission from the Florida Keys National Marine Sanctuary, if located in Monroe County. ““

4. Rescinding a Verification: In the event the DESIGNEE verifies an activity that is later determined to be ineligible for the SPGP VII, then such verification must be rescinded and processed under separate permit category. This determination of ineligibility may be made by the DESIGNEE or Corps. In this case the DESIGNEE shall rescind the verification letter and notify the applicant using the following language:

““ Please note that our prior notification included a paragraph stating your proposed activity qualified for Federal authorization pursuant to the State Programmatic General Permit (SPGP VII). We hereby rescind that paragraph either because that was included through an administrative error or because we have received new information from the Corps. A separate permit or authorization may be required from the Corps.

To apply for a Corps permit, please visit the Corps’ Regulatory Review System (RRS) at: <https://rrs.usace.army.mil/rrs/home> For assistance with submitting an online permit application, you may watch a 4-minute video at <https://www.youtube.com/embed/qY-PPNw5Wic?rel=0&fs=1&autoplay=1> You may find additional information about our regulatory program on our public webpage at: <https://www.sad.usace.army.mil/Missions/Regulatory/Florida/>

Please note that receipt of a Corps permit does not obviate the need to obtain all necessary local, State, and Federal authorizations, including permission from the Florida Keys National Marine Sanctuary, if located in Monroe County. ““

5. Discretionary Authority: At any time during the permit application and drawings review, the Corps may use discretionary authority to evaluate a proposed activity under some other permit category (i.e., Regional General Permit, Standard Permit). The Corps will advise the DESIGNEE of intent to apply discretionary authority immediately upon making this determination. This discretionary authority ensures the proposed work is properly vetted against the public interest and complies with all Federal law, implementing regulations, and policy.

C. RECORDKEEPING AND REPORTING REQUIREMENTS

a. The DESIGNEE will retain all applications seeking verification, including project drawings, and JAXBO PDC checklists, in hardcopy or electronic format for (7) years.

b. Within ten (10) business days from the end of each Fiscal Year Quarter, the DESIGNEE shall submit a quarterly report to the Corps (in spreadsheet format) that provides basic project details on all permit applications evaluated by the DESIGNEE under the SPGP VII, including those determined to be potentially ineligible (YELLOW), and ineligible (RED). The reported data may be organized with some flexibility, but, at a minimum, columnized to include the following information:

Applicant Name
Applicant Address
Designee Permit Category Type-Subtype
Activity Description
Project Location Latitude and Longitude (Decimal Degrees)
Area of Impact (Sq Ft)
Volume of Discharge (cu yds)
Determination (RED, YELLOW, GREEN)
Designee (RED, YELLOW, GREEN) Determination Date
Designee's Reason for Yellow Determination
Corps (RED, GREEN) Determination Date
Applicant Referred to Corps Date
Permit Verification Date (if applicable)
Permit Expiration Date
Compliance Inspection Date
Compliance Determination
Specific Reason(s) for Non-Compliance
Action(s) Taken to Address Non-Compliance

c. Projects initially marked as "YELLOW" should include the Corps final "RED" or "GREEN" determination.

d. The Corps may review the DESIGNEE's administration of this SPGP VII at any time to determine if this SPGP VII is being properly administered and enforced. If additional information is needed for the Corps to effectively review the DESIGNEE's performance in administering this SPGP VII, the Corps may request the DESIGNEE to provide additional information concerning permitting, assessment techniques, and other relevant information.

D. COMPLIANCE AND ENFORCEMENT

1. The DESIGNEE shall be primarily responsible for ensuring that verified projects remain in compliance with the terms and conditions of the SPGP VII so long as the SPGP VII permit instrument remains authorized and the project specific verification has not expired.

2. The Designee shall conduct compliance inspections on at least ten (10) percent of SPGP VII verifications within one (1) year of verification. Inspections may be made independently or jointly with the Corps. If joint inspections are planned with the Corps, the DESIGNEE shall notify the Corps to schedule the compliance inspection dates at least ten (10) business days prior to each event.

3. The DESIGNEE will report verifications counts on a quarterly basis as a spreadsheet (see Section II.C, above) within thirty (30) calendar days from the end of each quarter. Quarters shall be defined based on 3 month periods within the calendar year. For reference, the State of Florida fiscal year begins on July 1 of each year. The federal fiscal year begins on October 1 of each year.

4. The DESIGNEE will report compliance results within thirty (30) days from the end of each fiscal year.

5. Projects that do not comply with one or more of the terms and conditions of the SPGP VII, will first be reviewed by the DESIGNEE to assess potential resolution of the non-compliance. Potential pathways to address non-compliant activities include coordinating the following with the Corps:

a. voluntary removal and full return to compliance with the SPGP VII verification, or

b. voluntary removal and full onsite restoration to pre-project conditions, or

c. rescind (temporary hold) the verification for coordination with the Corps,

or

d. revoke (withdraw) the verification and forward to the Corps for review under standard permitting procedures.

6. If the DESIGNEE is not able to resolve the non-compliance, the matter will be referred to the Corps. The Corps shall then be responsible for determining the appropriate resolution in accordance with applicable federal laws and regulations.

7. The Corps maintains ultimate responsibility for ensuring compliance with the terms and conditions of the SPGP VII. Upon notice that a project is non-compliant with the SPGP VII, the Corps may, at any time, request to serve as lead for addressing non-compliance concerns.

8. The DESIGNEE will remain the responsible authority for enforcement of and compliance with State regulations.

9. The Corps and the DESIGNEE shall endeavor to coordinate their enforcement activities as appropriate in order to maximize the resources available to each.

10. If the results of a Designee's quarterly reports indicate greater than twenty (20) percent non-compliance after two consecutive quarters, the Corps will rescind the Designee's ability to implement the SPGP VII until the non-compliance issues are resolved at the discretion of the Corps. The Corps reserves the right to revoke the SPGP VII if non-compliance matters remain unresolved.

11. If the Designee fails to provide two (2) or more quarterly reports within the above prescribed timeframes, the Corps will deem the Designee non-compliant with the terms and conditions of this OA. By this Agreement, the Corps reserves the right to revoke the SPGP VII if non-compliance matters remain unresolved.

12. The DESIGNEE and the Corps will conduct periodic coordination meetings every six (6) months to ensure the integrity of this SPGP VII. The Corps is responsible for initiating and coordinating these meetings.

13. In the event this Agreement is terminated, the DESIGNEE agrees to perform compliance inspections on at least ten (10) % of all verifications made while this Agreement was effective and to report any potential violations of federal law to the Corps. In such an event, the DESIGNEE shall continue to retain all authority to enforce, without limitation, its permitting requirements related to the SPGP VII, for projects which were permitted while the DESIGNEE was operating under the provisions of this Agreement. The DESIGNEE will verify compliance through reasonable means pursuant to its discretion.

E. NOTIFICATION REQUIREMENTS

1. The DESIGNEE shall notify the Corps prior to promulgating any new or modified rules or policies that would affect the execution of this Agreement or SPGP VII.

2. The Corps shall notify the DESIGNEE of any changes to laws, regulations, or policies that may affect the administration of this Agreement or SPGP VII.

3. Except as otherwise noted, all notices and reports required or permitted to be given under the terms and provisions of this Agreement by a party to the other party shall be in writing and sent via email to the Corps at:

- a. SPGP VII Program Manager: cesaj-SPGP-info@usace.army.mil
- b. Compliance: saj-rd-enforcement@usace.army.mil

or to such other addresses as may hereafter be provided by the parties in writing.

F. INFORMATION MANAGEMENT

The Designee agrees to maintain current and functional website links to information about the SPGP VII, including the Permit Instrument, Attachments, JaxBO, NMFS procedures to submit PDC checklists, and a link to the District's public webpage for general regulatory program information. The Corps will ensure all Designees are provided with the information, including GIS data layers, required to implement the SPGP VII. The public webpage can be accessed using the following link:
<https://www.sad.usace.army.mil/Missions/Regulatory/Florida/>

To ensure consistency and proper implementation of this OA, the District will provide training for Agency staff as needed, or requested. The District will provide training prior to initial implementation of this OA and SPGP VII.

G. INTER-AGENCY MEETINGS

The Corps shall meet with the Designees on an annual basis, or sooner if requested by either party, to discuss concerns with implementation, reporting, compliance, and program changes, as well as adaptive management strategies using technologies to promote efficiencies and ensure compliance with statutory authorities. These meetings may be conducted separately, or collectively (i.e., with all Designees in attendance).

H. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective upon the date it is executed by both the Corps and the DESIGNEE. This Agreement applies only to this iteration of the SPGP VII and will expire on July 27, 2031. Any amendments to this Agreement must be in writing and signed by both parties.

I. NATURE OF AGREEMENT AND TERMINATION

1. This Agreement expresses the intentions, understandings and good faith commitments of the parties. It is not a binding contract and is not directly enforceable as such in any judicial or administrative proceeding.

2. This Agreement is not intended to and does not create any new or independent right, claim or benefit, substantive or procedural, enforceable at law or equity by any person or entity (including, without limitation, the DESIGNEE or any permit applicant or permittee) against the United States, its agencies or instrumentalities (including, without limitation, the Corps), or its officers or employees.

3. Likewise, this Agreement is not intended to and does not create any new or independent right, claim or benefit, substantive or procedural, enforceable at law or equity by any person or entity (including, without limitation, the Corps or any permittee) against the DESIGNEE, its agencies or instrumentalities, or its officers or employees.

4. This Agreement is neither a fiscal nor a funds obligation document. Any expenditures made by any party to this Agreement shall be independently authorized pursuant to appropriate authority for the respective parties to this Agreement. Implementation of this Agreement is subject to the requirements of the Anti-Deficiency Act, 31 U.S.C. § 1341, and the availability of appropriated Federal funds, as well as Section 129.07, Florida Statutes, regarding annual appropriation of DESIGNEE funds. Nothing in this Agreement may be construed to require the obligation, appropriation, or expenditure of any money from the United States or the DESIGNEE, in advance of an appropriations available for that purpose.

J. TERMINATION OF AGREEMENT

Either party may unilaterally terminate this Agreement by serving the other party a written notice stating that this Agreement is hereby terminated. Termination shall be effective ninety (90) days after such written notice is received by the other party.

K. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing at any time by mutual agreement of the parties. Approvals of modifications to the language of this Agreement shall be approved and signed by the District Engineer for the Corps and the DESIGNEE Administrator, or their Designees.

L. DISPUTE RESOLUTION

In the event both parties cannot reach agreement on the terms, herein, the Designee may elect to elevate their concerns through a formal dispute resolution process involving the next higher-level official in each Agency's organizational structure. For the Corps, the next higher-level official is the South Atlantic Division Commander. A request for formal resolution must first be submitted in writing by the Designee to the District Commander, which identifies the issue, the proposed resolve, and request that the matter be elevated under these dispute resolution procedures. The Division Commander will reach a determination and respond to the Designee within sixty (60) days from receipt of the Designee's request. The Commander's decision may include, but is not limited to, the following:

1. Remand the matter to the District Commander for final decision.
2. Remand the matter to the District Commander to modify the SPGP VII and/or the Operating Agreement to resolve the Designee's specific concerns.

- 3. Remand the matter to the District Commander for further coordination with the Designee to find partial resolution to the Designee’s concern.
- 4. Deny the Designee’s request and remand further action to the District Commander.
- 5. Seek further counsel to resolve remaining issues(s).

M. SEVERABILITY

If any part of this Agreement is determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can still be effectuated without relying on the invalid or unenforceable provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative(s) on the latest day and year noted below.

U.S. ARMY CORPS OF ENGINEERS
JACKSONVILLE DISTRICT:

[DESIGNEE]:

Brandon L. Bowman
Colonel, U.S. Army
District Commander

XXXX

Date

Date

This ____ day of ____ 2026.

This ____ day of ____ 2026.

WITNESS: _____

WITNESS: _____

APPROVED AS TO FORM

By: _____
Office of the DESIGNEE Attorney

Attachments (2):

Attachment A: SPGP VII Permit Instrument

Attachment B: SPGP VII Certification Checklist